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Attorneys for Defendant, Counter-Claimant and Cross-Claimant,
WESTCHESTER FIRE INSURANCE COMPANY

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

LENSCRAFTERS, INC.; and EYEXAM OF
 CALIFORNIA, INC.,

Plaintiffs,

vs.

LIBERTY MUTUAL FIRE INSURANCE
 COMPANY; EXECUTIVE RISK SPECIALTY
 INSURANCE COMPANY; UNITED STATES
 FIRE INSURANCE COMPANY; MARKEL
 AMERICAN INSURANCE COMPANY; and
 WESTCHESTER FIRE INSURANCE
 COMPANY,

Defendants.

AND RELATED COUNTER AND CROSS-
 CLAIMS

CASE NO. C-07-2853 SBA

E-FILING

**STIPULATION TO DISMISS WITHOUT
 PREJUDICE WESTCHESTER FIRE
 INSURANCE COMPANY'S COUNTER-
 CLAIM AND CROSS-CLAIM;
~~PROPOSED~~ ORDER THEREON**

Courtroom: 3
 The Hon. Sandra Brown Armstrong

WHEREAS, on or about July 18, 2007, Defendant, Counter-Claimant and Cross-Claimant,
 WESTCHESTER FIRE INSURANCE COMPANY ("Westchester Fire") filed and served its Counter-Claim And
 Cross-Claim For Declaratory Relief (the "Counter/Cross Claim") against LENCRAFTERS, INC. and EYEXAM
 OF CALIFORNIA, INC (collectively "LensCrafters") as Counter-Defendants, and against LIBERTY MUTUAL
 INSURANCE COMPANY ("Liberty Mutual"), EXECUTIVE RISK SPECIALTY INSURANCE COMPANY

1 ("Executive Risk"), UNITED STATES FIRE INSURANCE COMPANY ("U.S. Fire"), and MARKEL
 2 AMERICAN INSURANCE COMPANY ("Markel American"), as Cross-Defendants (collective, the "Cross-
 3 Defendants");

4 WHEREAS, LensCrafters and various of the Cross-Defendants have heretofore filed and served answers
 5 to Westchester Fire's Counter/Cross Claim;

6 WHEREAS, a conditional settlement has been reached by and between Westchester Fire and LensCrafters
 7 as respects both this case and the underlying class action lawsuit, *Snow v. LensCrafters, Inc., et al.*, San
 8 Francisco Superior Court Case No. CGC-02-40554 ("*Snow*") out of which the instant action arises;

9 WHEREAS, said conditional settlement has obviated the need for Westchester Fire to maintain its
 10 Cross/Counter Claim, Westchester Fire desires to dismiss same without prejudice at this time in order to effectuate
 11 said conditional settlement, and that when the *Snow* settlement is finally approved, Westchester Fire will file a
 12 dismissal of same with prejudice;

13 NOW THEREFORE, Westchester Fire, LensCrafters, Liberty Mutual, Executive Risk, U.S. Fire, and
 14 Markel American, by and through their respective attorneys of record, do hereby stipulate that Westchester Fire
 15 may hereby dismiss its Counter/Cross Claim without prejudice.
 16

17 DATED: February 12, 2008

HARRIS, GREEN & DENNISON
 A Professional Corporation

19 By


 ROBERT D. DENNISON, ESQ.
 GARY L. GREEN, ESQ.

Attorneys for Defendant, Counter-Claimant and
 Cross-Claimant, WESTCHESTER FIRE
 INSURANCE COMPANY

23 DATED: February __, 2008

HELLER EHRMAN LLP

25 By

RICHARD DeNATALE, ESQ.
 CELIA M. JACKSON, ESQ.

Attorneys for Plaintiffs and
 Counter-Defendants, LENSRAFTERS, INC, and
 EYEXAM OF CALIFORNIA, INC.,

1 ("Executive Risk"), UNITED STATES FIRE INSURANCE COMPANY ("U.S. Fire"), and MARKEL
2 AMERICAN INSURANCE COMPANY ("Markel American"), as Cross-Defendants (collective, the "Cross-
3 Defendants");

4 WHEREAS, LensCrafters and various of the Cross-Defendants have heretofore filed and served answers
5 to Westchester Fire's Counter/Cross Claim;

6 WHEREAS, a conditional settlement has been reached by and between Westchester Fire and LensCrafters
7 as respects both this case and the underlying class action lawsuit, *Snow v. LensCrafters, Inc., et al.*, San
8 Francisco Superior Court Case No. CGC-02-40554 ("*Snow*") out of which the instant action arises;

9 WHEREAS, said conditional settlement has obviated the need for Westchester Fire to maintain its
10 Cross/Counter Claim, Westchester Fire desires to dismiss same without prejudice at this time in order to effectuate
11 said conditional settlement, and that when the *Snow* settlement is finally approved, Westchester Fire will file a
12 dismissal of same with prejudice;

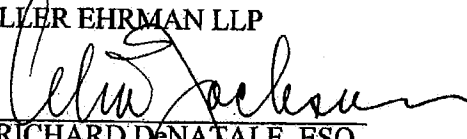
13 NOW THEREFORE, Westchester Fire, LensCrafters, Liberty Mutual, Executive Risk, U.S. Fire, and
14 Markel American, by and through their respective attorneys of record, do hereby stipulate that Westchester Fire
15 may hereby dismiss its Counter/Cross Claim without prejudice.
16

17 DATED: February 12, 2008

HARRIS, GREEN & DENNISON
A Professional Corporation

19 By
20 ROBERT D. DENNISON, ESQ.
21 GARY L. GREEN, ESQ.
22 Attorneys for Defendant, Counter-Claimant and
Cross-Claimant, WESTCHESTER FIRE
INSURANCE COMPANY

23 DATED: February 22, 2008

24 HELLER EHRMAN LLP
25 By 
26 RICHARD DeNATALE, ESQ.
27 CELIA M. JACKSON, ESQ.
28 Attorneys for Plaintiffs and
Counter-Defendants, LENS-CRAFTERS, INC., and
EYEXAM OF CALIFORNIA, INC.,

1
2 DATED: February ¹⁴_____, 2008

ROSS, DIXON & BELL, LLP

3
4 By /s/ Terrence R. McInnis
5 TERRENCE R. McINNIS, ESQ.
6 MONIQUE M. FUENTES, ESQ.
7 Attorneys for Defendant and Counter-Defendant,
EXECUTIVE RISK SPECIALTY INSURANCE COMPANY

8 DATED: February 14_____, 2008

WILLOUGHBY, STUART & BENING

9
10 By /s/ Alex F. Stuart
11 ALEX F. STUART, ESQ.
12 Attorneys for Defendant and Counter-Defendant,
LIBERTY MUTUAL INSURANCE COMPANY

13 DATED: February 22_____, 2008

SQUIRE, SANDERS & DEMPSEY, L.L.P.

14
15 By Mark Craig Goodman - Esq.
16 MARK CRAIG GOODMAN, ESQ.
17 AMY ROSE, ESQ.
18 Attorneys for Defendant and Counter-Defendant,
UNITED STATES FIRE INSURANCE COMPANY

19 DATED: February _____, 2008

LONG & LEVIT, LLP

20
21 By _____
22 CHIP COX, ESQ.
23 IRENE YESOWITCH, ESQ.
24 Attorneys for Defendant and Counter-Defendant,
MARKEL AMERICAN INSURANCE COMPANY

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DATED: February _____, 2008

ROSS, DIXON & BELL, LLP

By
TERRENCE R. McINNIS, ESQ.
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Attorneys for Defendant and Counter-Defendant,
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DATED: February _____, 2008

WILLOUGHBY, STUART & BENING

By
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Attorneys for Defendant and Counter-Defendant,
LIBERTY MUTUAL INSURANCE COMPANY

DATED: February _____, 2008

SQUIRE, SANDERS & DEMPSEY, L.L.P.

By
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Attorneys for Defendant and Counter-Defendant,
UNITED STATES FIRE INSURANCE COMPANY

DATED: February 22, 2008

LONG & LEVIT, LLP

By *Chip Cox*
CHIP COX, ESQ.
IRENE YESOWITCH, ESQ.
Attorneys for Defendant and Counter-Defendant,
MARKEL AMERICAN INSURANCE COMPANY

//
//;

ORDER

Good cause appearing therefor, IT IS HEREBY ORDERED that the Counter-Claim and Cross-Claim of Defendant, Counter-Claimant and Cross-Claimant, Westchester Fire Insurance Company is hereby dismissed without prejudice.

APRIL

DATED: ~~February~~ 23, 2008


United States District Judge

PROOF OF SERVICE

I, SHIRLEY AOKI, am employed in the aforesaid county, State of California: I am over the age of 18 years and not a party to the within action: my business address is 5959 West Century Boulevard, Suite 1100, Los Angeles, California 90045.

On February 25, 2008, I served the following document described as:

**STIPULATION TO DISMISS WITHOUT PREJUDICE WESTCHESTER
FIRE INSURANCE COMPANY'S COUNTER-CLAIM AND CROSS-CLAIM
[PROPOSED] ORDER THEREON**

VIA THE UNITED STATES DISTRICT COURT ELECTRONIC FILING SERVICE on interested parties in this action set forth below:

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Eyexam of California, Inc.

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Attorneys for Defendant,
Liberty Mutual Fire Insurance Company

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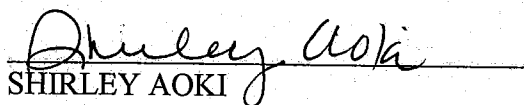
Fax: (202) 662-2190

Email: mfuentes@rdblaw.com

Attorneys for Defendant,

Executive Risk Specialty Insurance Company

Executed on February 25, 2008, at Los Angeles, California. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


SHIRLEY AOKI